

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

**GRAHAM CONSTRUCTION, INC., AND
ARCH INSURANCE COMPANY,**

Plaintiffs,

vs.

MARKEL AMERICAN INSURANCE, Co.,

Defendant.

8:15CV276

JUDGMENT

For the reasons set forth in the Court's Memorandum and Order of this date,

IT IS ORDERED:

1. Plaintiffs Graham Construction, Inc. and Arch Insurance Co.'s Motion for Summary Judgment (Filing No. 22) is denied;
2. Defendant Markel American Insurance Co.'s Motion for Summary Judgment (Filing No. 26) is granted;
3. Graham Construction, Inc. is not an insured under the Markel Policy for purposes of *Guadalupe Gaytan, Special Administrator of the Estate of Jose Sanchez-Dominguez v. Wal-Mart, et al.*, District Court of Douglas County, Nebraska, No. CI 10-9387269;
4. Markel American Insurance Co. does not owe Plaintiffs Graham Construction, Inc. and Arch Insurance Co. defense or indemnity for purposes of *Guadalupe Gaytan, Special Administrator of the Estate of Jose Sanchez-Dominguez v. Wal-Mart, et al.*, District Court of Douglas County, Nebraska, No. CI 10-9387269;
5. The above-captioned is dismissed with prejudice; and
6. The Court will not assess costs or attorney's fees.

Dated this 14th day of April, 2016.

BY THE COURT:

s/Laurie Smith Camp
Chief United States District Judge